

## COBB-VANTRESS, INC. GP HEN CONTRACT

DATE: Beginning: December 1	, 20 <u>02</u>	Houses: 2
Ending: September 30	, 20 <u>03</u>	Total Sq. Ft.: 40,000
BETWEEN: COMPANY: COBB-VANTRES in Siloam Springs, Arkansas (the "Company")	SS INCORPORA	FED, a Delaware Corporation located
PRODUCER: Bill Anderson	Fa	<u>rm 41</u>
<b>ADDRESS:</b> Rt. 5, Box 206	Colcord, OK 74	1338
As stated above, the terms and conditions of		

As stated above, the terms and conditions of this contract will begin on <u>December 1, 2002</u> and shall remain in effect for one (1) year or until <u>September 30, 2003</u> unless terminated pursuant to this Contract. Should this period end while the Producer is housing hens, the term of this Contract shall extend until the flock is picked up by the Company.

#### **COBB-VANTRESS INCORPORATED AGREES**

- 1. To pay a total of \$3.42 cents per square foot; consisting of \$2.72/ ft. base pay and \$.70/ ft. equipment updates per year, divided into twelve (12) equal payments, payable in advance the first of each month.
  - a. A bonus will be paid in accordance with "Schedule A" for Lines 12, 58, and 35.
- 2. To pay these monthly payments whether buildings are occupied or not, providing the buildings are clean and in ready condition.
- 3. To furnish spray material, spray equipment and labor to sanitize buildings.
- 4. To furnish all bedding material at the beginning of a flock.
- 5. To outline programs to be followed in the care of poultry on the premises.
- 6. To furnish all poultry, feed, medication, vaccines, disinfectants, uniforms, and boots necessary for this flock.
- 7. To provide technical advice at no cost to the Producer. The Company's technical advisors shall visit the Producer periodically to give advice and assistance as required.
- 8. To furnish the Producer with hens and roosters. The Company bears the cost of and retains title to these birds.

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Case 4:05-cv-00329-GKF-PJC

9. To provide the Producer with feed to nourish the birds at no cost to the Producer. The Company will retain title to any feed on Producer's farm. The Company will also bear the cost of delivering feed to the Producer's farm.

#### PRODUCER AGREES

- 1. To furnish all equipment, buildings, lights, gas and necessary labor to care for said poultry on premises.
- 2. To keep such housing and equipment well maintained and fully operational. The Producer agrees that all such land, buildings (including housing), equipment and other facilities must meet all of the Company's specifications.
- 3. The Producer agrees to follow the Company's Feeding, Management and Bio-security programs for the flocks.
- 4. The Producer agrees to provide and maintain roads, bridges, and fences from the nearest county or state maintained road to and alongside the Producer's poultry facilities to ensure easy and safe passage of all Company vehicles, and to pay all tow charges incurred by Company or its agents due to improperly maintained roads. The Producer agrees to provide approved pads for the mechanical loading and unloading of equipment.
- 5. The Producer agrees not to use and not to allow to be used during the term of this contract any feed, medication, herbicides, pesticides, rodenticides, insecticides or any other item except as supplied or approved in writing by the Company
- 6. To rid the premises of any and all poultry or fowl except the Cobb birds involved in this program as outlined in the Cobb-Vantress Bio-Security Program.
- 7. The Producer agrees to be present or have a knowledgeable representative present and have buildings and equipment prepared at the preset time of (1) delivery of shavings to the farm and (2) each delivery during placement of the Company's flock. The Producer will supply sufficient help at the time of delivery of new pullets and roosters to facilitate the unloading and placement of the new birds. When the poultry is caught, the Producer or his agent shall be present and have prepared the house(s) for the catching crews in accordance with the Company's scheduling.
- 8. The Producer shall be responsible for removing all dead birds and litter and shall dispose of such in accordance with the Company's specifications and applicable laws. The Producer agrees to maintain an accurate mortality record.
- 9. To provide plentiful water supply. Water supply must be furnished by city water or deep well. If well should go dry, arrangements must be made immediately to drill another well.



# COBB-VANTRESS, INC. COBB-VANTRESS, INC. GP HEN CONTRACT

DATE: Beginning: October 1,	20 <u>04</u>	# Houses: <u>2</u>
Ending: September 30,	20 <u>05</u>	Total Sq. Ft.: 40,000
BETWEEN: COMPANY: COBB-VANTRESS I in Siloam Springs, Arkansas (the "Company")	NCORPORATI	ED, a Delaware Corporation located
PRODUCER: Bill Anderson ADDRESS: Rt. 5, Box 206 Colc	Farm 41 ord, OK 74338	<u> </u>

As stated above, the terms and conditions of this contract will begin on October 1, 2004, and shall remain in effect for one (1) year or until September 30, 2005, unless terminated pursuant to this Contract. Should this period end while the Producer is housing hens, the term of this Contract shall extend until the flock is picked up by the Company.

#### COBB-VANTRESS INCORPORATED AGREES

- 1. To pay a total of \$3.57 cents per square foot; consisting of \$2.87/ ft. base pay and \$.70/ ft. equipment updates (see attached), per year, divided into twelve (12) equal payments, payable in advance the first of each month.
  - a. A bonus will be paid in accordance with "Schedule A" for Lines 12, 58, and 35.
- 2. To pay these monthly payments whether buildings are occupied or not, providing the buildings are clean and in ready condition.
- 3. To furnish spray material, spray equipment and labor to sanitize buildings.
- 4. To furnish all bedding material at the beginning of a flock.
- 5. To outline programs to be followed in the care of poultry on the premises.
- 6. To furnish all poultry, feed, medication, vaccines, disinfectants, uniforms, and boots necessary for this flock.
- 7. To provide technical advice at no cost to the Producer. The Company's technical advisors shall visit the Producer periodically to give advice and assistance as required.
- 8. To furnish the Producer with hens and roosters. The Company bears the cost of and retains title to these birds.

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9. To provide the Producer with feed to nourish the birds at no cost to the Producer. The Company will retain title to any feed on Producer's farm. The Company will also bear the cost of delivering feed to the Producer's farm.

#### **PRODUCER AGREES**

- 1. To furnish all equipment, buildings, lights, gas and necessary labor to care for said poultry on premises.
- To keep such housing and equipment well maintained and fully operational. The Producer
  agrees that all such land, buildings (including housing), equipment and other facilities must
  meet all of the Company's specifications.
- 3. The Producer agrees to follow the Company's Feeding, Management and Bio-security programs for the flocks.
- 4. The Producer agrees to provide and maintain roads, bridges, and fences from the nearest county or state maintained road to and alongside the Producer's poultry facilities to ensure easy and safe passage of all Company vehicles, and to pay all tow charges incurred by Company or its agents due to improperly maintained roads. The Producer agrees to provide approved pads for the mechanical loading and unloading of equipment.
- 5. The Producer agrees not to use and not to allow to be used during the term of this contract any feed, medication, herbicides, pesticides, rodenticides, insecticides or any other item except as supplied or approved in writing by the Company
- 6. To rid the premises of any and all poultry or fowl except the Cobb birds involved in this program as outlined in the Cobb-Vantress Bio-Security Program.
- 7. The Producer agrees to be present or have a knowledgeable representative present and have buildings and equipment prepared at the preset time of (1) delivery of shavings to the farm and (2) each delivery during placement of the Company's flock. The Producer will supply sufficient help at the time of delivery of new pullets and roosters to facilitate the unloading and placement of the new birds. When the poultry is caught, the Producer or his agent shall be present and have prepared the house(s) for the catching crews in accordance with the Company's scheduling.
- 8. The Producer shall be responsible for removing all dead birds and litter and shall dispose of such in accordance with the Company's specifications and applicable laws. The Producer agrees to maintain an accurate mortality record.
- To provide plentiful water supply. Water supply must be furnished by city water or deep well. If well should go dry, arrangements must be made immediately to drill another well.

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### ARKANSAS GP PULLET CONTRACT

DATE: Beginning:	October 1 ,	20 <u>01</u>	# Houses: 4
Ending:	September 30 ,	20 <u>02</u>	Total Sq. Ft.: 44,640

BETWEEN: COMPANY: COBB-VANTRESS INCORPORATED

PRODUCER: Bill Anderson Farm 17 #1-4

#### COBB-VANTRESS INCORPORATED AGREES

- 1. To pay a total of \$2.72 cents per square foot; consisting of \$2.65 / ft. base pay and \$.07 / ft. equipment updates (see attached), per year, divided into twelve (12) equal payments, payable in advance the first of each month.
- 2. To pay these monthly payments whether buildings are occupied or not, providing the buildings are clean and in ready condition.
- 3. To furnish spray material, spray equipment and labor to sanitize buildings.
- 4. To furnish all bedding material at the beginning of a flock.
- 5. To outline programs to be followed in the care of poultry on the premises.
- 6. To furnish all poultry, feed, medication, vaccines, disinfectants, uniforms, and boots necessary for this flock.

#### AGREEMENTS OF THE PRODUCER

- To furnish all equipment, buildings, lights, gas and necessary labor to care for said poultry on premises.
- 2. To keep such housing and equipment well maintained and fully operational. The Producer agrees that all such land, buildings (including housing), equipment and other facilities must meet all of the company's specifications. The Company is to negotiate any major modifications of these specifications with Producer.
- 3. The Producer agrees to follow the company's Feeding, Management and Bio-security programs for the flocks.
- 4. The Producer agrees to provide and maintain roads, bridges, and fences from the nearest county or state maintained road to and alongside the Producer's poultry facilities to ensure easy and safe passage of all company vehicles, and to pay all tow charges incurred by

- company or its agents due to improperly maintained roads. The Producer agrees to provide approved pads for the mechanical loading and unloading of equipment.
- 5. The Producer agrees not to use and not to allow to be used during the term of this contract any feed, medication, herbicides, pesticides, rodenticides, insecticides or any other item except as supplied or approved in writing by the company
- 6. To rid the premises of any and all poultry or fowl except the Cobb birds involved in this program.
- 7. The Producer agrees to be present or have a knowledgeable representative present and have buildings and equipment prepared at the preset time of (1) delivery of shavings to the farm and (2) each delivery during placement of the company's flock
- 8. To clean litter from houses upon completion of bird cycle. This is to be done as soon as possible.
- To provide plentiful water supply. Water supply must be furnished by city water or deep well. If well should go dry, arrangements must be made immediately to drill another well.
- 10. The Producer agrees that title to and ownership of the feed, medication and sanitation products shall remain with the company and further agrees to return to the company all unused feed, medication, and sanitation products.
- 11. The Producer agrees that title to and ownership of all chickens are and shall remain with the company.
- 12. The Producer agrees to help weigh a sample of the birds on a weekly basis as requested by the company.
- 13. The Producer agrees to keep all records on daily mortality, daily feed consumption, water consumption, and all other records necessary for the efficient and proper care of the flock as directed by the company.
- 14. The Producer agrees to keep all uniforms, towels, boots and other items cleaned and dried at the farm for all people entering the premises.
- 15. The Producer agrees to keep all equipment, including bulk feed storage, watering systems, feeding systems, feed scales, generators, ventilation system and any automated devices and controls properly adjusted and in good operating order.
- 16. The Producer agrees to keep all entrances locked in the poultry facility in attempt to keep all unauthorized persons out of each house, security compound, and all other secured areas as defined by company.
- 17. The Producer agrees to provide poultry disposal equipment and to dispose of all dead birds according to the company's specifications and as required by federal, state and local laws.
- 18. The Producer agrees to keep grass mowed, trimmed and debris picked up and to keep a